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Doc#: 0912408016 Fee: \$66.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/04/2009 07:21 AM Pg: 1 of 4

Prepared by and Mail to:  
Commercial Loan Dept.  
Republic Bank of Chicago  
2221 Camden Court, Floor 1  
Oak Brook, IL 60523

R1197492



Doc#: Fee: \$4.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 05/04/2009 07:21 AM Pg: 0

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 23rd day of March, 2009 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Bank, and CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO LASALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF LASALLE NATIONAL BANK ASSOCIATION AS TRUSTEE U/T/A DATED AUGUST 15, 2001 AND KNOWN AS TRUST NUMBER 128029 LUIS CORONA and ALEJANDRA CORONA, the Owner of the property and/or the Obligor under the Note, and Alejandra's Mexican Cuisine, Inc., the Guarantor under the Note hereinafter called Second Party, WITNESSETH:

*2nd Party Sub P*

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$100,000.00 dated December 25, 2007, secured either in whole or in part by a Junior Mortgage and Assignment of Rents recorded as Document No's. 0414842048, 0702933042 (modified), and 0414842049 respectively, covering the real estate described below:

LOT 14 IN BLOCK 4 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 3 BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 32 TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as: 360 E. North Avenue, Northlake, IL 60164  
PIN: 12-32-409-028-0000

FURTHER secured either in whole or in part by a Junior Mortgage recorded as Document No's. 0414842051, 0702933037 (modified), respectively, covering the real estate described below:

LOTS 6 AND 7 IN BLOCK 5 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 3 BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1939 AS DOCUMENT 12378621 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 400 E. North Avenue, Northlake, IL 60164  
PIN: 12-32-410-006-0000 and 12-32-410-007-0000

FURTHER secured either in whole or in part by a Junior Mortgage recorded as Document No's. 0414842050 respectively, covering the real estate described below:

LOT 7 IN BLOCK 5 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 3 BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREFORE RECORDED OCTOBER 5, 1939 AS DOCUMENT 12378621 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 404 E. North Avenue, Northlake, IL 60164  
PIN: 12-32-410-007-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity thereof and increasing the rate of interest charged thereunder as otherwise set forth herein;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00), the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

# UNOFFICIAL COPY

1. As of the date hereof, the amount of the principal indebtedness is One Hundred Thousand and NO/100 Dollars (\$100,000.00).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from December 25, 2008 to May 25, 2009.
3. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00 and interest in the amount of \$901.38.

Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party does hereby release, remise and forever discharge Bank of and from any and all setoffs, claims, counterclaims, demands, causes, causes of action, suits and/or judgments which it now has or may have against Bank including but not limited to matter arising out of the Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

**BANK:**  
REPUBLIC BANK OF CHICAGO, an  
Illinois banking corp.

**SECOND PARTY:**

BY: Gordon Carlson  
Gordon Carlson,  
Vice President

Luis Corona  
Luis Corona, Individually

Alejandra Corona  
Alejandra Corona, Individually

Chicago Title Land Trust Company as successor to LaSalle National Bank, not personally but as Trustee on behalf of LaSalle National Bank Association as Trustee U/T/A Dated August 13, 2001 and known as Trust Number 128029

BY: Elizabeth Cordova  
Elizabeth Cordova  
AVP & Land Trust Officer

**CONSENTED TO BY GUARANTOR:**

Alejandra's Mexican Cuisine, Inc.

BY: Alejandra Corona  
Alejandra Corona, President

BY: Luis Corona  
Luis Corona, Secretary

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.



# UNOFFICIAL COPY

State of Illinois  
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Elizabeth Cordova- Assistant Vice President of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 26<sup>TH</sup> day of MARCH, 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC



This instrument was prepared by:  
**CHICAGO TITLE LAND TRUST COMPANY**  
85 W. ALGONQUIN RD.  
ARLINGTON HEIGHTS, IL 60005

**AFTER RECORDING, PLEASE MAIL TO:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**OR BOX NO.** \_\_\_\_\_

**SEND TAX BILLS TO:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_